

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080

TWX 910-221-2103 Telex 206281
FAX (312) 701-2361
Telephone (312) 845-3000

2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-4060

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

RECORDATION NO. 18217-E
MAY 27 1993 12-05 PM

RECORDATION NO. 18217-E
MAY 27 1993 12-05 PM

May 27, 1993

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION A000

18217-D
-E

MAY 27 11 57 AM '93
MAY 27 11 57 AM '93

Re: Utilicorp United Inc.
Leveraged Lease Financing

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of each of the two secondary documents described below, which secondary documents are related to the previously recorded primary documents identified below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary documents are as follows:

- (1) Lease Supplement No. 2, dated as of May 27, 1993, between Shawmut Bank Connecticut, National Association, as Lessor, and Utilicorp United Inc., as Lessee; and
- (2) Security Agreement Supplement No. 2, dated as of May 27, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the secondary documents are connected are as follows:

- (1) Railcar Lease, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as lessor (the "Lessor"), and UtiliCorp United Inc., as lessee (the "Lessee") which was recorded on April 29, 1993 and assigned recordation number 18217; and
- (2) Security Agreement - Trust Deed, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as owner trustee (the "Owner Trustee"), and Wilmington Trust Company, as security trustee (the "Security

Law Offices of
CHAPMAN AND CUTLER

Trustee") which was recorded in April 29, 1993 and assigned recordation number 18217-A.

The names and addresses of the parties to the documents are as follows:

LEASE SUPPLEMENT NO. 2

Lessee: UtiliCorp United Inc.
911 Main Street
Suite 3000
Kansas City, MO 64105

Lessor: Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, Connecticut 06115

SECURITY AGREEMENT SUPPLEMENT NO. 2

Owner Trustee: Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

The Lease Supplement No. 2 and the Security Agreement Supplement No. 2 provide, *inter alia*, for the Railcar Lease and the Security Agreement - Trust Deed to apply to the rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement No. 2 and Security Agreement Supplement No. 2 is as set forth on Exhibit A hereto.

A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

Law Offices of
CHAPMAN AND CUTLER

A short summary of each of the documents to appear in the index follows:

(1) LEASE SUPPLEMENT NO. 2:

Lease Supplement No. 2 between Shawmut Bank Connecticut, National Association, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and UtiliCorp United Inc., as Lessee, 911 Main Street, Suite 3000, Kansas City, MO 64105, dated as of May 27, 1993, covering 65 rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 2, namely road numbers set forth in Exhibit A. The Lease Supplement No. 2 is related to the Railcar Lease between the Lessor and the Lessee dated as of April 29, 1993, which is was previously filed and assigned recordation number 18217.

(2) SECURITY AGREEMENT SUPPLEMENT NO. 2:

Security Agreement Supplement No. 2 between Shawmut Bank Connecticut, National Association, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated as of May 27, 1993, covering 65 rotary dump gondola cars bearing the road numbers set forth in Schedule A to such Security Agreement Supplement No. 2, namely road numbers set forth in Exhibit A. The Security Agreement Supplement No. 2 is related to the Security Agreement - Trust Deed between the Owner Trustee and the Security Trustee, dated as of April 29, 1993, which was previously filed and assigned recordation number 18217-A.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By



Michael G. McGee

MGM/cs
Enclosure

MAY 27 1993 12-05 PM

SECURITY AGREEMENT SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT No. 2, dated May 27, 1993, between Shawmut Bank Connecticut, National Association, not individually but solely as owner trustee (the "*Debtor*") under the Trust Agreement dated as of April 29, 1993, (the "*Trust Agreement*") for the benefit of Norwest Bank Minnesota, National Association, a national banking association (the "*Owner Participant*"), and Wilmington Trust Company, as security trustee (the "*Security Trustee*") under the Security Agreement-Trust Deed dated as of April 29 1993 from the Debtor to the Security Trustee (the "*Security Agreement*").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(a) all the Items of property and equipment described in Schedule A annexed hereto;

(b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and

(c) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By Delva Q Johnson
Its **CORPORATE TRUST OFFICER**
DEBTOR

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security
Trustee

By _____
Its Authorized Officer
SECURITY TRUSTEE

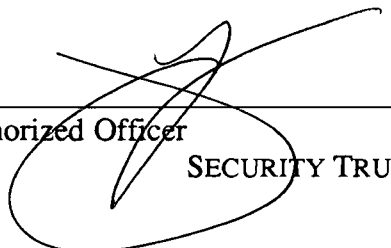
IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By _____
Its
DEBTOR

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security
Trustee

By _____
Its Authorized Officer
SECURITY TRUSTEE

A large, stylized handwritten signature in black ink is written over the signature line and extends over the words "Its Authorized Officer". The signature is composed of several loops and a long horizontal stroke.

STATE OF CONNECTICUT

COUNTY OF HARTFORD

)
) SS HARTFORD
)

On this 24th day of May, 1993, before me personally appeared DEBRA A. Johnson, to me personally known, who being by me duly sworn, says that she is a CORPORATE TRUST OFFICER of Shawmut Bank Connecticut, National Association, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P McNally
Notary Public

(SEAL)

SUSAN P. McNALLY
NOTARY PUBLIC

My commission expires _____ MY COMM. EXPIRES MARCH 31, 1995

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of May, 1993, before me personally appeared, _____, to me personally known, who being by me duly sworn, says that he is a _____ of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of May, 1993, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of Shawmut Bank Connecticut, National Association, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires _____

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 19th day of May, 1993, before me personally appeared, James P. Lawler, to me personally known, who being by me duly sworn, says that he is a A.V.P. of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My commission expires: 4/22/95

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
Bottom Dump Hopper Cars	65	MP8X 93013
		MP8X 93027
		MP8X 93031
		MP8X 93034
		MP8X 93035
		MP8X 93037
		MP8X 93038
		MP8X 93039
		MP8X 93040
		MP8X 93041
		MP8X 93042
		MP8X 93043
		MP8X 93044
		MP8X 93045
		MP8X 93046
		MP8X 93047
		MP8X 93048
		MP8X 93049
		MP8X 93050
		MP8X 93051
		MP8X 93052
		MP8X 93053
		MP8X 93055
		MP8X 93056
		MP8X 93058
		MP8X 93054
		MP8X 93057
		MP8X 93059
		MP8X 93060
		MP8X 93061
		MP8X 93062
		MP8X 93063
		MP8X 93064
		MP8X 93065
MP8X 93066		
MP8X 93067		
MP8X 93068		
MP8X 93069		
MP8X 93070		
MP8X 93071		
MP8X 93072		
MP8X 93073		
MP8X 93074		
MP8X 93075		
MP8X 93076		
MP8X 93077		

EQUIPMENT

QUANTITY

REPORTING MARKS

NPSX	93078
NPSX	93079
NPSX	93080
NPSX	93081
NPSX	93082
NPSX	93083
NPSX	93084
NPSX	93085
NPSX	93086
NPSX	93087
NPSX	93088
NPSX	93091
NPSX	93092
NPSX	93090
NPSX	93093
NPSX	93094
NPSX	93095
NPSX	93096
NPSX	93097